

## LAND INSTALLMENT CONTRACT

THIS AGREEMENT, executed at Springfield, Ohio, this 18th day of November, 2009, by SINGH AMERICA, LLC, an Ohio Limited Liability Company, whose address is 1242 St. Paris Road, Springfield, Ohio 45504, herein designated as "SELLER" and ANSH, LLC, whose address is 1519 Irmischer Blvd., Celina, Ohio 45822, herein designated as "BUYER";

### WITNESSETH:

The Seller agrees to sell and convey and the Buyer agrees to purchase and pay for in accordance with all of the terms and conditions herein expressed, the following described real estate, commonly known as 205 N. Main Street, Rockford, Ohio 45882, and further described in EXHIBIT A, attached hereto and made a part hereof. This real estate is sometimes referred herein as the "Premises."

### I. CONSIDERATION AND PAYMENT

The Contract Price of the property to be conveyed is ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$175,000.00). The Buyer is paying FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00) as and for a down payment. The Buyer agrees to pay the balance of ONE HUNDRED THIRTY FIVE THOUSAND AND 00/100 DOLLARS (\$135,000.00) as follows: Beginning the 1<sup>st</sup> day of December, 2009, the monthly installment of ONE THOUSAND FOUR HUNDRED NINETY-EIGHT AND 78/100 DOLLARS (\$1,498.78), and ONE THOUSAND FOUR HUNDRED NINETY-EIGHT AND 78/100 DOLLARS (\$1,498.78) on the 1<sup>st</sup> day of each and every month thereafter for Sixty (60) months, when the entire balance shall become due and payable. The balance at that time will be SEVENTY-SEVEN THOUSAND FIVE HUNDRED TWENTY FIVE AND 07/100 DOLLARS (\$77,525.07). Failure to pay this sum by November 30, 2014 will constitute a material default of this land installment contract by the Buyer. Payments shall

bear interest at the rate of six percent (6%) per annum calculated and payable on the principal balance existing monthly. Interest shall be calculated and each payment shall be applied first to the payment of interest and then to the reduction of principal. If a payment is more than fifteen (15) days overdue, the Buyer shall pay to Seller a late charge of FIVE HUNDRED AND 00/100 DOLLARS (\$500.00). The Buyer reserves the right to make additional principal payments upon the anniversary date annually of the signing of this agreement, and the Buyer further reserves the right to pay the entire balance of the purchase price at any time in advance of maturity without penalty.

## II. BUYERS' COVENANTS

As part of the consideration for this Contract, the Buyer agrees as follows:

(1) The Buyer agrees to pay and hereby assume as Buyer's obligation, all taxes and assessments, general or special, of every description whatsoever, that may be levied and assessed by authority of law upon said land or building, or on any part thereof, on or after the date of execution of this contract, which may become a lien upon said within described real estate. Buyer agrees to reimburse Seller in the event Seller pays said taxes, and authorizes Seller to deduct any such amount paid and not promptly reimbursed from any payment before crediting any balance remaining of such payment on principal. Buyer will promptly give Seller a copy of each paid receipt.

(2) The Buyer will pay for all utilities furnished to or consumed in the real estate above-described and the improvements thereon.

(3) The Buyer has examined the real estate and all of the improvements thereon, including the landscaping and upon the execution of this contract, the Buyer shall be deemed to have accepted such real estate, improvements, and landscaping in their present "as is" condition.

(4) The Buyer will keep the real estate and all of the improvements thereon in good repair at all times and in substantially the same condition as the same or better as are now. The Buyer will

pay for all repairs which at any time hereafter may become necessary.

(5) No structural alterations in the improvements on the above described real estate will be made without the advance written consent of the Seller. The Buyer will pay all costs of all alterations which shall be made with the consent of the Seller.

(6) The Buyer shall not use the real estate or the improvements thereon for any illegal purpose during the term of this contract, or in such a manner as to cause a nuisance or annoyance to the neighborhood in which they are located; and the Buyer agrees to abide by all ordinances or statutes which at the present have been or which may hereafter be adopted by the legislative body of any government having jurisdiction of the real estate above described, which shall in any manner affect the use and occupancy of the real estate above described.

(7) The Buyer will indemnify and save harmless the Seller from all claims for damages to property and for personal injuries or death which may be asserted against the Seller by any person which shall arise out of the use and occupancy or which shall be caused by the condition of the real estate above described during the term of this contract, and the Buyer will defend, at the Buyer's expense, all of such claims in any Court action, and the Buyer will promptly pay any judgments which may be obtained by reason of any such claims.

(8) The Buyer will not assign this contract without the advance written consent of the Seller, and if the Seller shall consent to any assignment, the Buyer shall nevertheless, remain liable for the performance of the obligations of this contract by the Buyer's assignee or by any subsequent assignee.

(9) The Buyer agrees to keep the buildings insured against loss by fire, tornado, and windstorm and comprehensive coverage for not less than \$135,000.00 with loss payable to Seller and Buyer, as their interest may appear. Buyer also agree to carry liability insurance against property

damage and personal injury occurring on the premises in the face amount of not less than \$100,000.00 for property damage and \$1,000,000.00 for personal injury. Buyer will furnish copies of all such insurance policies and proof of payment of the premium for the same to Seller upon demand. Seller shall be placed as an additional insured on the policy inasmuch as this is the only policy in which the Buyer will protect his interests to the destruction of the premises by fire or casualty. Buyer will pay the premium on said insurance policy. The Insurance policy will require the insurance company to give the Seller at least 30 days notice before any cancelation.

The Premises is presently improved with a building, paved drives, parking areas and underground gasoline and petroleum product storage tanks and equipment for dispensing of such gasoline and petroleum products, which are a part of the Premises. The underground storage tanks for such gasoline and petroleum products are presently registered with the Bureau of Underground Storage Tank Regulation of the Ohio Fire Marshall's Office, and the premiums have been paid for insurance protection available through such registration process. Buyer shall continue to maintain the insurance premiums for the said underground storage tanks. Buyer shall maintain the premises, including the underground storage tanks and dispensing equipment, in good condition consistent with all rules, regulations, and statutes of any governmental agency having jurisdiction in the matter and shall maintain the storage tank registration and insurance with such Bureau of Underground Storage Tank Regulation. Buyer acknowledges the condition of the tanks and systems and acknowledges those tanks and systems are in satisfactory condition. Buyer, upon execution of this agreement shall become solely responsible for maintaining said tanks and systems. Buyer shall indemnify and save Seller harmless from any loss or expense resulting from any release of gasoline, petroleum products, or other hazardous materials upon the Premises. In the event of any such release or event, during the Term hereof, Buyer shall give all required notices to governmental agencies

having jurisdiction in the matter, and shall diligently pursue any and all remedial action required to return the premises to good and safe condition in compliance with all applicable statutes, rules and regulations. Buyer's duties shall continue during and, to the extent necessary to complete such remediation, until a "No Further Action Required", or equivalent certification is obtained from the appropriate governmental agencies.

Buyer agrees to save the Seller harmless from all loss and to indemnify the Seller against all claims for damages to the person or property of all persons arising out of such claims, and to save the Seller harmless from and to indemnify the Seller against all cost and expenses incurred by the Seller, including attorney fees in the defense of the payment of any such claims or judgment arising out of such litigation, directly or indirectly, from the acts or omissions of the Buyer in the performance of its obligations to repair and maintain the Premises and out of the Buyer's use and occupancy of the Premises.

(10) Oil Use. Tenant agrees that it will operate the location as a branded gasoline retailing business. Buyer shall comply with the existing supply agreement for branding with Clemens Oil Company. Buyer shall not change the branding of the Premises or sell fuels other than branded fuels supplied by Clemens Oil Company without the prior express written consent of Seller.

(11) Seller shall be responsible for the payment of all liabilities incurred before 11:00 A.M. on the closing date of November 18, 2009. Buyer shall be responsible for the payment of all liabilities incurred after 11:00 P.M. on the closing date November 18, 2009.

(12) As part of the consideration of this transaction, Seller is selling to Buyer all of the inventory presently located on the real property. This is being sold in its present "as is" condition.

(13) As part of the consideration of this agreement, Seller is selling to Buyer all of the equipment which is located on the premises of the real estate. This is also being sold in its present

“as is” condition. Buyer will be required to maintain the equipment as part of this contract. The equipment is all considered to be fixtures of the real estate. If for some reason, the buyer defaults in this agreement, then all of the equipment and all of the inventory as of the time of default will stay as part of the real estate.

### III. TERMINATION ON DEFAULT

Whenever the Buyer shall default in the performance of any of the covenants in this contract, and such default shall continue for twenty (20) days, the Seller shall have the privilege to notify the Buyer in writing to correct such default within a period of ten (10) days after the date of such notification; which notification may be made by the Seller by depositing the same in the U.S. mail, addressed to the Buyer at its last known address, or by posting a copy thereon on the real estate above described, and the notification shall be a complete notification upon such mailing or posting. The failure of the Buyer to correct such default within the said ten (10) day period shall give the Seller the right forthwith to terminate this contract by legal process as set forth in Ohio law governing Land Installment Contracts in effect at the time of default.

### IV. REMEDIES OF SELLER ON TERMINATION

Upon the termination of this contract by Seller as herein above specified, for any reason whatsoever, it is hereby agreed by the Buyer that the Seller shall have any and all of the following remedies:

(1) If the contract shall be terminated before the Buyers shall have paid a sum equal to or in excess of twenty percent (20%) of the purchase price and before the Buyers have paid in accordance with the terms of the contract for a period of five (5) years or more from the date of the first payment, the Sellers shall have the following rights:

(a) The Buyer shall upon demand of the Seller forthwith relinquish possession of the

above described real estate and shall redeliver possession thereof to the Seller.

- (b) The Seller shall have the right to recover possession of the real estate above described by filing proceedings in forcible entry and detainer, or by filing an action of ejectment, or by filing such other action as now or hereafter exists for the purpose of recovering possession of real estate, and the Seller shall have the right to file any such action in any Court which may have jurisdiction of the matter.
- (c) At the Seller's option, the Seller may retain all payments made by the Buyer under the this contract to the date of termination and under no circumstances shall the Buyer will be entitled to the return of any payments, regardless of the amounts which have been paid at that time, and all such payments shall be deemed reasonable compensation to the Seller for the occupancy of the premises by the Buyer, and such occupancy shall be deemed by the parties hereto to be of the value of the payments as made to the time of the termination of the contract.
- (d) The right to file foreclosure proceedings under Section 2323.07 of the Ohio Revised Code.

(2) After the Buyer shall have paid a sum equal to or in excess of twenty percent (20%) of the purchase price, or after the Buyer shall have paid in accordance with the terms of the contract for a period of five (5) years or more from the first payment, the Seller may recover possession of the real estate herein described only by filing a proceeding for foreclosure and judicial sale of the foreclosed property as provided in Section 2323.07 of the Ohio Revised Code, after the expiration of the periods provided in Paragraph III of this Agreement.

At the time of such default then the interest rate will be increased to ten percent (10%) per

annum until paid in full.

#### V. NON-WAIVER

The failure of the Seller to exercise any of the rights under this Contract given to the Seller upon breach of any of the terms and conditions herein by the Buyer shall not be construed as a waiver of such terms and conditions or of any other terms and conditions of this contract, or of the right of the Seller to exercise any of such rights for subsequent breaches by the Buyer of any of the terms and conditions of this contract.

#### VI. RESERVATIONS OF SELLER

The Seller hereby reserves the following rights:

(1) To mortgage the above described real estate at any time hereafter, whether or not there is at the present time a mortgage thereon, and the Buyer agrees that the Buyer's interest under this contract is subordinate to the rights of such present or future mortgages, and by the execution of this contract the Buyer waives the necessity of making any further agreements or wavier in writing to such effect in favor of any mortgagee; provided only that the Seller shall not be permitted hereby to mortgage the real estate for any amount in excess of the amount due from the Buyer to the Seller under this contract, nor shall the Seller be permitted hereby to further mortgage the real estate unless the terms of the mortgage shall require the Seller to repay the same in full at a time not later than the due date of the final payment from the Buyer to the Seller under this contract.

In the event of any default by the Seller in making any payment due under the terms of any mortgage placed on the real estate by the Seller, the Buyer shall have the right to make the payments due under this contract direct to the mortgagee or the Seller until such default on the part of the Seller has been corrected, and the Buyer will receive credit on the purchase price of all such



payments.

(2) The Seller shall have the right to sell and convey the real estate above described and to assign the Seller's interest under this contract to the purchaser of the real estate, provided that such sale, conveyance and assignment shall be made expressly subject to the rights and interests of the Buyer in this contract and in the real estate above-described.

#### VII. COVENANTS AND WARRANTIES OF THE SELLERS

(1) The Seller agrees upon the performance by the Buyer of all of the covenants set forth in this contract, as follows:

(a) The Buyer shall have possession of the premises above described upon execution of this contract.

(b) Upon payment of the full consideration, the Seller will execute in conformity to law and will deliver to the Buyer a deed of general warranty, conveying the above-described real estate to the Buyer, and warrant the same to be free and clear of all liens and encumbrances of any kind or nature whatsoever, but subject to legal highways, easements, restrictive covenants, and zoning laws, subject to taxes and assessments due and payable, and thereafter, and subject to any liens and encumbrances against the above described real estate which shall exist because of any act of the Buyer.

(c) Within twenty (20) days after the execution of this contract by both parties, the Seller agrees to cause a copy of it to be recorded in the Office of the Recorder of Mercer County, Ohio, as provided in Section 5301.25 of the Ohio Revised Code.

(2) The Seller makes the following warranties:

(a) The following are the only encumbrances against the real estate: None.

(b) To the best of Seller's knowledge, there are no pending orders of any public agency against the real estate except: None.

It is agreed that it is the responsibility of Buyer is to provide itself with evidence of title as is the usual custom in Mercer County, Ohio.

#### VIII. PERSONAL GUARANTEE

As the further consideration of this agreement SMILE DHIR hereby personally guarantees the obligations to Seller on the part of the Buyer, ANSH, LLC.

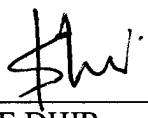
IN WITNESS WHEREOF, the parties hereto set their hands to duplicate originals this 18<sup>th</sup> day of November, 2009.

SINGH AMERICA, LLC

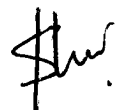
By:   
SATWANT SINGH  
Its Managing Member

SELLER

ANSH, LLC

By:   
SMILE DHIR  
Its Managing Member

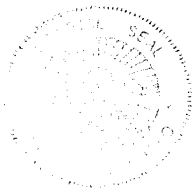
BUYER

By:   
SMILE DHIR, Individually  
As Guarantor

STATE OF OHIO       )  
                                  )SS  
COUNTY OF CLARK )

Be it remembered that on this 18th day of November, 2009, before me a Notary Public, in and for said County and State, personally appeared the above-named SATWANT SINGH, MANAGING MEMBER OF SINGH AMERICA, LLC, Seller, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed and the free and voluntary act and deed of SINGH AMERICA, LLC.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 18th day of November, 2009.



JAMES H. LAGOS, Attorney At Law  
Notary Public, State of Ohio  
My Commission has no expiration Date.  
Section 147.03 O.R.C.

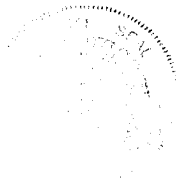
*James H. Lagos*  
\_\_\_\_\_  
Notary Public-State of Ohio

SEAL

STATE OF OHIO       )  
                                  )SS  
COUNTY OF CLARK )

Be it remembered that on this 18th day of November, 2009, before me a Notary Public, in and for said County and State, personally appeared the above-named SMILE DHIR, MANAGING MEMBER OF ANSH, LLC, Buyer, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed and the free and voluntary act and deed of ANSH, LLC.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 18th day of November, 2009.



JAMES H. LAGOS, Attorney At Law  
Notary Public, State of Ohio  
My Commission has no expiration Date.  
Section 147.03 O.R.C.

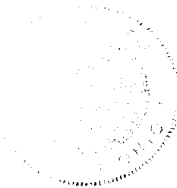
*James H. Lagos*  
\_\_\_\_\_  
Notary Public-State of Ohio

SEAL

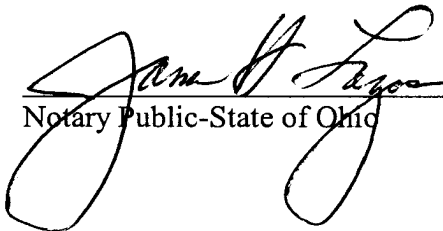
STATE OF OHIO       )  
                                  )SS  
COUNTY OF CLARK )

Be it remembered that on this 18th day of November, 2009, before me a Notary Public, in and for said County and State, personally appeared the above-named SMILE DHIR, INDIVIDUALLY AS GUARANTOR, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed and the free and voluntary act and deed of ANSH, LLC.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 18th day of November, 2009.



JAMES H. LACOS, Attorney At Law  
Notary Public, State of Ohio  
My Commission has no expiration Date.  
Section 147.03 of R.C.

  
Notary Public-State of Ohio

SEAL



TRANSFER NOT NECESSARY

NOV 30 2009

MARK GIESIGE  
COUNTY AUDITOR  
MERCER COUNTY, OHIO

06/29/07 08:12:44PM  
GENERAL WARRANTY DEED, 1 Pages \$32.00

## GENERAL WARRANTY DEED

Richard Douglas Severt, a married man, of Mercer County, Ohio, the Grantor, for  
valuable consideration paid, grant(s) with general warranty covenants, to Singh America,  
LLC, an Ohio limited liability company, whose tax-mailing address is: 205 North Main  
Street, Rockford, Ohio 45882, the following **REAL PROPERTY**:

Situated in the Village of Rockford, County of Mercer and State of Ohio:

Being One Hundred Feet of uniform width off the entire east end of Lot Number  
Sixteen (16) of the Village of Rockford, Ohio, as the same is shown upon the  
recorded plat thereof.

*Prior Instrument Reference:* Volume OR 38, Pages 11 of the Official Records of Mercer  
County, Ohio.

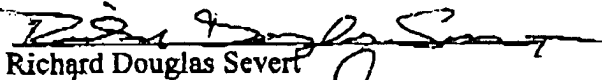
*\*This deed is given to extinguish a land contract recorded March 28, 2005 in Volume  
OR197, Page 1237 of the Official Records of Mercer County, Ohio.*

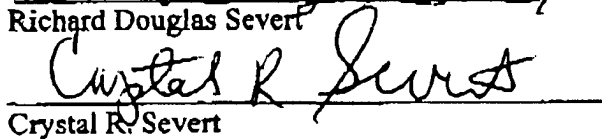
Parcel #: 08-002400.0000  
Tax map #: 02-16-152-012

Grantees to be responsible for all taxes from date of closing.

Crystal Severt, spouse of Grantor, hereby releases all rights and claims of dower.

Witness their hands this 29 day of June, 2007

  
Richard Douglas Severt

  
Crystal R. Severt

DESCRIPTION  
SUFFICIENT  
FOR TAX MAPPING PURPOSES

JUN 29 2007

State of Ohio  
County of Mercer ss:

MERCER COUNTY  
TAX MAP DEPARTMENT

**BE IT REMEMBERED**, that on this 29 day of June, 2007 before  
me the subscriber, a Notary Public in and for said county, personally came Richard  
Douglas Severt and Crystal R. Severt, husband and wife, the Grantors in the foregoing  
Deed, and acknowledged the signing thereof to be their voluntary act and deed.

**IN TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed  
my seal on this day and year aforesaid.

  
Notary Public

Exhibit "A"